

## North Texas RV Park 12436 State Highway 11 Whitewright, TX 75491

www.NorthTXRVPark.com

# RULES & REGULATIONS Read carefully before signing

Our goal at North Texas RV Park is to make your stay with us relaxing and carefree. We want to ensure you have a good time while you are here. These rules and regulations are in place so that you and your neighbors can have that good time. Should you decide to not follow these rules and regulations, you will be fined, and repeated violations will result in you being asked to leave. Management's decisions are final and there are no refunds. Our guests' safety is our number one priority and we pride ourselves in doing our due diligence to have a safe and comfortable place for our guests to enjoy. THE MANAGEMENT ASSUMES NO RESPONSIBILITY FOR ACCIDENTS, INJURIES OR LOSS FROM ANY CAUSE.

**GENERAL:** North Texas RV Park will not tolerate any onerous, noxious, or offensive activity of any sort that could interrupt and/or adversely affect the enjoyment of other parties utilizing our facilities. In the event of such onerous, noxious, or offensive activity, in the judgment of management, the parties responsible for such activities will be required to leave the park immediately, without a refund.

If guests are staying in our park for a month or longer, we require an agreement to be signed. Please contact management for more details.

**INDEMNITY AND WAIVER OF LIABILITY**: Customer shall indemnify and hold North Texas RV Park and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns (collectively, the "Parties") harmless from and against any and all claims, demands, costs and expenses, including reasonable attorney's fees, arising from any and all damages or injuries caused by fire, water, wind, civil strife, or acts of God, owner and / or customer actions or inactions (or those of their employees, agents, or invitees), or any other related to Customer's use, or occupation of the RV site.

**ACCORDING TO TEXAS PENAL CODE SECTION 31:04 (b)**, any guest (s) who leaves without paying for site service or who refuses to pay for site service when due is subject to criminal prosecution. We are providing service hook-ups for your RV w/full amenities. We require full payment in advance and will prosecute any violations under the "THEFT OF SERVICES LAW".

**DEPOSIT AND CANCELLATION POLICY**: For long term stay, an electricity deposit of \$200 is required.

Reservations are viewed as an agreement that we hold the RV site for you and turn away other future guests, in return for your payment. We will work with you in the event of unexpected early departure for daily and weekly guests. However, monthly guests pay through the month, unless agreement is reached with management. Any party exceeding the amount of people on the reservation is a reason for eviction without reimbursement. Prorated or 1<sup>st</sup> month's payment for your booking is due at check-in. All cancellations are recorded. Cancellations shall be made 15 days or more prior to the date of arrival for a full refund to be issued.

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**SITE CHANGES**: Guests must stay at their assigned site. If you wish to move, please check with management. Due to reservations and maintenance, moving may not be possible.

MAXIMUM OCCUPANCY: 4 people per RV site (i.e. 2 adults and 2 children – 18 and under)

**CHECK IN TIME**: Check in is handled online, however, if you are going to arrive after 5 pm you will need to notify the management of North Texas RV Park. In the event of unforeseen circumstances, we reserve the right to move RV Site guests to an equal or higher priced accommodation at no extra charge.

NOTE: The maximum occupancy is highly monitored. Any party exceeding the maximum occupancy or having more people than what your reservation indicates is a reason for eviction without reimbursement of site fee and deposits.

**CHECK OUT TIME**: Check out time for RV Sites is 11:00 am. The Texas RV Park Occupancy laws state that as a guest of the park, when you are notified to vacate and if you do not quit and deliver up peaceful possession of the premises you now hold, the RV Park can legally tow and impound the RV.

**LICENSEE OF OWNER** - RV Site guest acknowledges and understands that he/she is a licensee of the Owner and not a tenant; and that he/she is not acquiring any interest in the property.

**INSPECTIONS**: North Texas RV Park inspects each RV site upon departure. Although we do not expect damages or theft, it sometimes occurs. We know there will not be any, but if damages (other than ordinary wear and tear) are found, any cleaning, and /or trash removal deemed excessive by the property owner, price is assessed and charged to the RV site user credit card on file or deducted from the deposit.

**INCLEMENT WEATHER**: During the cold spells, please wrap your water lines to help prevent water hose breakages and loss of water to your RV site.

**GUESTS**: RV Site Guest is responsible for their own proper conduct and that of all visiting guests, including the responsibility for understanding and observing all policies and rules.

**SAFETY**: Safety and security is the sole responsibility of the RV site users. North Texas RV Park and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns assume no responsibility or liability for the safety or security, or for injury caused by other persons. RV site users must immediately notify North Texas RV Park at (903) 328-0338, for any unsafe or security issues. RV site users shall not store any combustibles on premises. Nudity, profanity, and excessive noise will result in eviction without refund. No fireworks allowed!

**INSURANCE**: RV Site users acknowledge that North Texas RV Park insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall North TX RV Park and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns be held liable for such losses. RV site users are hereby advised to obtain their own insurance policy to cover any personal losses.

ACTS OF GOD: Guest(s) acknowledges and understands that North Texas RV Park and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns are not responsible for including but not limited to; Acts of God, acts of government agencies, fire, strikes, war, road maintenance, heights of rivers, creeks, lakes, or ponds, and inclement weather. NO REFUNDS will be offered.

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#### Park Decorum:

**Smoking**: Smoking is not permitted in any North Texas RV Park buildings. All cigarette butts shall be completely extinguished and discarded respectfully.

**Alcohol/Substance Abuse:** Alcohol/substance abuse will not be tolerated. Drunk and disorderly behavior will result in the contacting of local authorities as well as expulsion from the park. Please report any illegal or suspicious activity to Park Management.

**Disorderly Behavior**: Abusive or threatening behavior, excessive foul language, malicious gossip, and defacing or vandalizing park property is not allowed. Participation in any of the aforementioned activities may cause revocation of park privileges.

**Children:** Children under the age of 14 must have adult supervision in all common areas. Children must always be supervised and accompanied by a parent/guardian.

**Quiet Hours:** Weekdays: 10:00 pm – 8:00 am Weekends: 11:00 pm – 8:00 am

#### General:

**Payments and Charges**: Extended Stay RV Site Users and Overnighters shall make payments to KNEW Property Management, LLC for a RV site, electricity (not applicable to Daily & Weekly Guests), plus applicable taxes & fees, in advance, on or before the 1st day of occupancy of the RV space. Site Fees shall be payable in lawful money of the United States to KNEW Property Management, LLC via Campspot (Debit, Credit, Zelle, CashApp, and Venmo).

In the event, RV Site user fails to make full payment towards site fees, utility charge or other fees by 5pm on the due date, then RV Site user or Daily/Weekly Guests shall incur a late charge in the amount of \$50 first day, \$15 for the second and third day. If you do not quit and deliver up peaceful possession of the premises you now hold, the RV Park can legally tow and impound your RV.

**Monthly RV Site Exit Notice**: We appreciate the courtesy of a 30-day notice by email before you leave North Texas RV Park (tenrvpark@gmail.com).

**Delivery Services**: We do not have any delivery service for mail or packages.

**Emergencies**: Dial 911 and notify Park Management at (903) 328-0338 for all fire, police and medical emergencies.

**Solicitation**: Soliciting of any kind is strictly prohibited within North Texas RV Park. Guest(s) may NOT use your RV, vehicle, or any common area in the park to conduct business. Going door to door or disseminating fliers is not allowed. Exceptions may be granted by Park Management.

**RV Site Users Vehicles**: Approved: All RV site user vehicles must be approved before being placed in the park. All vehicles are subjected to inspection and are accepted on the basis of length, age, appearance and condition. Vehicles over ten (10) years in age will not be accepted unless an exemption from the Park Management is obtained based on the overall appearance of the Vehicle. Only One or Two vehicles per site is permitted. One vehicle must be parked at each site and not elsewhere.

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Recreational Vehicle: A Recreational Vehicles shall:

- A. Be self-contained and equipped with an approved sewer trap and vent;
- B. Have suitable utility connections (including a screw-type sewer adapter and hose) for external hook-up;
- C. Meet all federal, state, county and city requirements and RV codes.

**Hook-ups:** All hook-ups shall be properly made to the receptacles provided on each site in accordance with regulations or manufacturer's specifications.

**Prohibited Lines and Ropes**: Connecting of lines, clotheslines, wires or ropes between vehicles, water risers, electrical pedestals, trees, landscape items or vent pipes are prohibited.

**Wheel Covers**: Wheel covers used on Recreational Vehicles must be aesthetically pleasing and are subject to approval by Park Management.

Prohibited Uses: It is prohibited to:

- A. Drive or park any vehicle on the grass (Buried utility facilities could be damaged, and sprinkler heads).
- B. Drive your vehicle through any unused site.
- C. Do not park your vehicle in another RV site or you will be charged for the site.

**Damages:** Any damages to common areas and facilities, landscaping, utility facilities or connections caused by a RV Site user, Daily/Weekly Guest or Visitor shall be the financial responsibility of the RV Site User or Daily/Weekly Guest.

### **Transportation Vehicles and Parking**

Passenger Cars: A maximum of only two passenger cars, including passenger vans, motorcycles, pick-up trucks or a golf cart may be parked on any RV space. One vehicle must be parked at each site and not in the overflow parking. No vehicles shall be parked so that any portion of the vehicle encroaches onto the street/driveway. Conversion Vans and truck-mounted Campers, not used as a residence, are considered passenger vehicles. If these vehicles are the only means of Transportation of the RV Site User, approval to pardon the RV space must be obtained from Park Management.

**Prohibited Vehicles**: Vehicles prohibited from being parked or stored on any lot RV space, or overflow parking include:

- A. Cargo, utility and golf cart trailers;
- B. Boats and boat trailers;
- C. Car dollies.

**Vehicles and Traffic:** Speed Limit: A speed limit of five (5) miles per hour on all roads inside the park. The speed limit is set purposely low to ensure the safety of all persons in the park.

**Right-of -Way:** Drivers, bicycle operators and pedestrians are urged to use extreme caution at all times to prevent accidents. the following right-of-way rules apply in the park;

- A. Drivers of motor vehicles and golf carts shall yield the right of way to pedestrians and bicycle operators.
- B. Bicycle operators shall yield the right of way to pedestrians.
- C. All motor vehicles, golf carts and bicycles must use the right side of the roads.

NO ONE SHOULD ASSUME THEY HAVE THE RIGHT OF WAY. ONE MUST YIELD TO ANOTHER. ALWAYS

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PROCEED WITH CAUTION, OBEY ALL SPEED LIMITS AND TRAFFIC CONTROL SIGNS.

**Repairs**: Repairing vehicles on RV spaces, roads, driveways or common areas is prohibited. A repair service or tow truck may be called to move your disabled vehicle to a place of repair, no repairs may be made on site. NO HOSE WASHING OF VEHICLES IS PERMITTED. Use of Mobile Wash Service is allowed.

**Pets:** Pet Limit: dogs and cats are permitted but limited to no more than three (3) pets per RV site. Excluded Pets: Pets that present a danger or a nuisance to other people or pets. No aggressive pets allowed. No animal is to disturb others with loud barking from inside or outside your rig.

**Droppings:** All "droppings" must be picked up and properly disposed of by the pet owner in the owner's garbage or the park dumpsters. You will be subject to a \$50 charge for failure to pick up after your pet.

**Pet Control:** Pets <u>shall be on leashes</u> (electronic collars are acceptable leashes) <u>at all times</u>. Pets may not be left outside unattended, and are not allowed in any common building or common areas. Excessive barking is not tolerated and disturbs your neighbors. Please note that excessive barking may result in you being asked to leave without refund (or pet being kept inside).

**Owner Responsibility**: North Texas RV Park will be Hold Harmless from any and all claims, lawsuits, demands, causes of action liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), any acts on the part of the pet. You, the owner of the pet are responsible for any actions caused by your pet. Pet owners are responsible for any property damage, injury, and disturbances caused by their pets.

**Pet Fencing**: Pet fencing must have management approval. Please send pictures of intended fencing for approval. Pets are not to be left outside for an extended period without the owner being outside. Pets <u>must not</u> be left outside overnight.

**RV Space Maintenance:** Maintenance of the RV space and Recreational Vehicles, including all improvements and appurtenances, are the responsibility of the RV site user.

**Privacy**: Please respect your neighbor's right to privacy by using the streets, driveways and designated paths when walking through the park, rather than crossing through a neighbor's RV space.

**Storage:** Patio, decks and the un-skirted space under the Recreational Vehicle are not to be used for storage as this detracts from the appearance of the park. Storing flammable liquids in or around the Recreational Vehicle is not allowed.

**Signs**: No unauthorized signs or advertising including "For Sale" signs allowed inside the park. Signs on individual RV Spaces are prohibited with the exception of the RV Site user name and space #. You are not allowed to advertise items for sale and have non-registered guests enter the Park. If you are selling something on Craigslist or something similar you will need to meet them off property. NO EXCEPTIONS!

**Exterior Speakers:** No loud or shrill exterior speaker, horn, whistle, bell or other sound device shall be located, used or placed within the park.

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**Clotheslines**: No clotheslines are permitted on any space or the exterior of the RV. No garments, rugs, laundry or similar articles may be hung or suspended from the windows or outside of the Recreational Vehicle.

Lighting: No spotlights, floodlights, or high intensity lighting may be installed on any RV Space.

**Nuisance:** No person may pursue any business, hobby or other activity within the park, which may in any way create a nuisance or cause a disturbance to others that will obstruct or interfere with the right of others to use or enjoy the Common Areas or their respective RV space (s). A person's activity may not in any way be harmful, dangerous or usage to the health, safety or welfare of any person or property within the park as determined by the Park Management.

**Campfires:** No campfires allowed. Grills are allowed only in your site area. Exposed wood piles are prohibited. Burn material may not be stored in an open area on any RV space. Trenching or digging of holes is not allowed at any time. Please check with Grayson County for BURN BAN advisories.

**Firearms/Fireworks/Torches/Fires:** North TX RV Park has a zero tolerance for the brandishing and/or discharging of all weapons, including BB guns. Discharge of weapons will result in contacting local authorities and immediate eviction from the park. <u>Absolutely no fireworks are allowed in the park!</u> If these items are seen outside of your RV, you will be asked to leave immediately without a refund.

**Litter/Waste:** RV site users and Daily/Weekly Guests must maintain their sites litter-free, including cigarette butts. Please bag and tie all garbage and trash before placing it in the dumpsters located. Break boxes down before putting them in the dumpster. Please do not dispose of any motor oil, cooking oil, wires, furniture, mattresses, or any toxic/hazardous waste items. Failure to adhere to this rule may result in charges for disposal fees.

**Utilities:** Park Management requests the cooperation of all RV Site Users in the conservation of water and electricity. All sewage service is handled through septic systems. Absolutely no chemicals, hazardous products, or foreign objects (such as, feminine sanitary products) may be poured down the drains or flushed down the toilets.

**Electrical Use:** Amp usage over the 50 AMPs provided can trip your breaker. Please be mindful of your amp usage, so that you don't trip your breaker during your stay. Please notify the management if you have any electrical issues during your stay. Guests are not permitted to diagnose our electrical pedestals per insurance and safety requirements.

**Enforcement:** The park shall have the right to enforce any current rule or regulation as listed and/or posted. Any action undertaken to enforce, shall be in accordance with the following procedures:

- A. Direct verbal communication or a written notice hand delivered to the RV Site user from the Park Management. Said notice shall contain the violation and the course of action requested in order to correct the violation. This step shall not be a required step, it may be used as a courtesy to the RV Site User.
- B. In the event the violation is not corrected in a reasonable amount of time after receipt of the courtesy notice (verbal or written) mentioned above, or if Park management elects to forgo issuance of a courtesy notice; a Non-Compliance Notice will be hand delivered to the RV Site user indicating

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the time frame required for compliance and the date of termination of RV Site if the violation is not corrected, in accordance with Texas statutes.

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I have read and understood the rules and regulations. I certify that I am at least 18 years of age and that I will be held responsible for the care of the property being rented under my name. I accept full responsibility for the damage or extra cleaning charge assessed during or those discovered after departure from the above rental. I authorize these charges to be debited from my credit card or subtracted from my cash security deposit.

By signing, I agree to abide by this agreement and understand that it is legally binding. All parties agree that in event of a dispute that the agreement will be interpreted in accordance with Texas law. RV site users shall be responsible for attorney fees and costs of owner and /or owner's agent incurred and arising out of any breach of this agreement by RV site user and/or RV site user's visitors. Visitors agree to indemnify and hold harmless the owner, owner's agents, owner's employee's owner's managers, and owner's agent's employees from and against any and all liability for any claim for personal injury, property damage, intangible damages, advertising injury, discrimination, or any other cause of action in tort, contract or equity arising out the acts or omissions of RV Site user and/or RV Site user's visitors.